

**AGENDA**  
**LEXINGTON COUNTY COUNCIL**  
**Committee Meetings**  
**Tuesday, February 10, 2004**  
**Second Floor - County Administration Building**  
**212 South Lake Drive, Lexington, SC 29072**  
**Telephone - 803-359-8103 -- FAX 803-359-8101**

**12:00 p.m. - 3:00 p.m. - Committee as a Whole**

- (1) Tour of Judicial Center
- (2) Gangs in Lexington County - Chief Tim James, Assistant Sheriff and Interim Public Safety Director; Tour of Cobb Hill Subdivision
- (3) Old Business/New Business
- (4) Adjournment

**3:00 p.m. - 3:30 p.m. - Justice**

- (1) Magistrate Court Services - Judge Jamie T. Lucas, Chief Magistrate
  - (a) Nextel Blackberry Mobile Phones & Service
  - (b) Additional Funding for Conference & Training Expenses
  - (c) Issues Dealing With Magistrate's Pay
- (2) Circuit Solicitor - Dayton Riddle, Deputy Solicitor - Budgetary Amendment - General Fund/Legal Expenses
- (3) Old Business/New Business
- (4) Adjournment

**3:30 p.m. - 4:15 p.m. - Public Works**

- (1) Asphalt Rubber Technology Service - Mr. Brad Putman, Clemson University ..... **A**
- (2) Request for \$1.00 Increase in Curbside Service in Franchise Areas 2, 3, and 4 -  
Mr. James R. Reed, Owner - Southland Sanitation, Inc. and Mr. Charles B. Johnson,  
Owner - Johnson's Garbage Service ..... **B**
- (3) Presentation of Alternative Bid for Repairs to Solid Waste Transfer Station Floors -  
Solid Waste - Joe Mergo, Director
- (4) Old Business/New Business
- (5) Adjournment

**Committee as a Whole**

S. Davis, Chairman

B. Derrick, V Chairman

J. Carrigg, Jr.

B. Rucker

J. Jeffcoat

T. Cullum

B. Keisler

J. Owens

J. Wilkerson

**Justice**

J. Carrigg, Jr., Chairman

J. Jeffcoat, V Chairman

J. Wilkerson

J. Owens

B. Keisler

S. Davis

**Public Works**

B. Derrick, Chairman

J. Owens, V Chairman

J. Wilkerson

T. Cullum

B. Keisler

S. Davis

**A G E N D A**  
**LEXINGTON COUNTY COUNCIL**  
**Tuesday, February 10, 2004**  
**Second Floor - Council Chambers - County Administration Building**  
**212 South Lake Drive, Lexington, South Carolina 29072**  
**Telephone - 803-359-8103    FAX - 803-359-8101**

**4:30 P.M. - COUNCIL CHAMBERS**

**Call to Order/Invocation**  
**Pledge of Allegiance**

**Appointment of Parliamentarian**

**Employee Recognition - Art Brooks, County Administrator**  
Employee of the Quarter

**Resolution - Lexington County Emergency Medical Services . . . . . C**

**Appointments . . . . . D**

**Bids/Purchases/RFPs**

- (1) Computer Hardware (Disk Storage) - Information Services . . . . . **E**
- (2) (2) 750 GPM Tankers and (1) 1500 GPM Pumper - Public Safety/Fire Service . . . . . **F**
- (3) Motorola Replacement Batteries - Sheriff's Department . . . . . **G**
- (4) Omnitrak Latent Station and Color Video Printer - Sheriff's Department . . . . . **H**

**Audit Report and Findings and Presentation of CAFR - Mr. Ken Prince - Brittingham,**  
**Dial and Jeffcoat, CPA's**

**Chairman's Report**

**Administrator's Report**

## **Budget Amendment Resolutions**

**Approval of Minutes** - Meeting of January 13, 2004 . . . . . **I**

## **Isle of Pines Special Tax District - Margaret Pope and Eric Shytle - Haynsworth Sinkler**

**Boyd, P.A.** . . . . . **J**  
(1) Adoption of Resolution Publishing the Results of the Referendum

## **Zoning Amendments**

(1) Zoning Map Amendment M04-01 - 6172 Bush River Road - Announcement of 1<sup>st</sup> Reading . . . **K**

## **Justice, J. Carrigg, Chairman**

(1) Circuit Solicitor - Budgetary Amendment - General Fund/Legal Expenses

## **Public Works, B. Derrick, Chairman**

(1) Presentation of Alternative Bid for Repairs to Solid Waste Transfer Station Floors

## **Presentations**

- (1) Mr. Ray Slaick, Jr., 141 Yachting Circle, Lexington, SC 29072 - Property Taxes
- (2) Mr. John Henderson, Director of Risk Management Services, South Carolina Association of Counties - SC Counties Worker's Compensation Trust Awards: 2003 Outstanding Safety Achievement Award and 2003 Service Award
- (3) Ms. Sharon Willis, Chairperson, Lexington County Employees' Committee - Presentations to County Council; Mr. Art Brooks, County Administrator; and Marc H. Westbrook, Judge, Eleventh Judicial Circuit

## **6:00 P.M. - Public Hearings**

- (1) Ordinance 03-12 - Conveyance of Real Estate From the County of Lexington to the Town of Lexington (Hendrix Street) . . . . . **L**
- (2) Ordinance 03-13 - American Fiber & Finishing, Inc. - Multi-County Park Agreement . . . . . **M**
- (3) Ordinance 03-14 - Project Pet - Bower Parkway . . . . . **N**

## **OLD BUSINESS/NEW BUSINESS**

## **EXECUTIVE SESSION/LEGAL BRIEFING**

## **MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION**

## **ADJOURNMENT**

## ASPHALT RUBBER TECHNOLOGY SERVICE

*A Partnership of SC DHEC,  
The City of Clemson and Clemson University*

### ARTS Educational Video Now Available!

A new educational video promoting the use of scrap tires in recycled materials is now available through ARTS. This video, called "Where the Rubber Meets the Road," details the mission of the ARTS program and how it utilizes crumb rubber in hot mix asphalt to make more durable roads and reduce waste in South Carolina.

To purchase your copy, please send \$9.95 by check or money order for shipping and handling to the address below. Please include your name, address and phone number. Allow 2-3 weeks for delivery.



WWW.CES.CLEMSON.EDU/ARTS

Asphalt Rubber Technology Service  
2002 Hugo Drive  
Clemson University  
Clemson, SC 29634

Phone: 864-656-6799  
Fax: 864-656-6186  
Email: arts@ces.clemson.edu

## AN INTRODUCTION TO ARTS

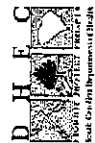
South Carolina's Department of Health and Environmental Control (DHEC), Clemson University and the City of Clemson have teamed up to create the Asphalt Rubber Technology Service (ARTS) for the purpose of promoting, designing and testing the use of recycled scrap tires in rubberized asphalt and other crumb rubber, civil infrastructure applications. DHEC's Office of Solid Waste Reduction and Recycling awarded a \$6 million, five-year grant for this research outreach program that could literally pave the way toward eliminating the millions of worn-out tires that clog the state's landfills.

The primary mission of ARTS is to promote the use of scrap tire rubber in civil engineering applications. Such applications include, but are not limited to, rubberized asphalt and crumb rubber used in pavements, embankments, retaining walls and fill materials. This will be accomplished in several ways.

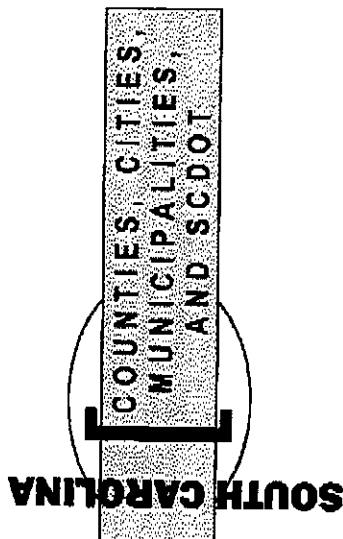
- ARTS will perform research to discover new uses for scrap tires as well as improve upon existing uses.
- ARTS will conduct training classes and seminars on the use, design, testing, and construction of rubberized asphalt and other civil engineering applications.
- ARTS will provide funding for several test projects each year to be constructed in South Carolina. These projects will be used as demonstrations for research, testing, and training services.

## MISSION STATEMENT

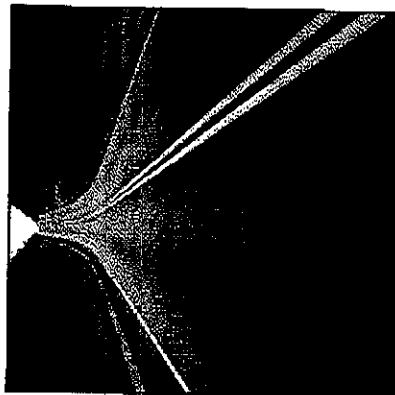
To promote the practical utilization of scrap tires in hot mix asphalt as well as other civil engineering applications through research, training, education, and technology transfer.



South Carolina Department of Health and Environmental Control

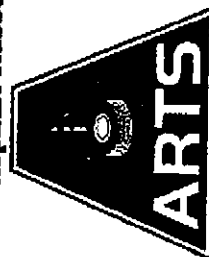


*Need Longer Lasting Roads  
Without Increasing  
Your Budget?*



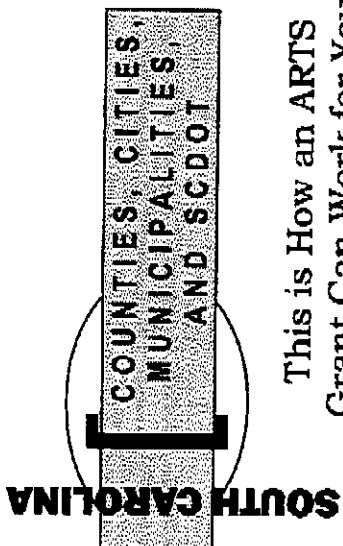
For a limited time, the  
**Asphalt Rubber Technology Service**  
has grant funding available for  
paving projects. Call us today to  
find out if your project qualifies  
for an ARTS grant.

**Asphalt Rubber Technology Service**



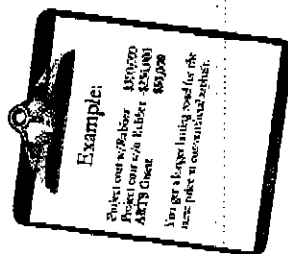
2002 Hugo Drive  
Clemson University  
Clemson, SC 29634  
864-656-6799  
arts@ces.clemson.edu

[www.ces.clemson.edu/arts](http://www.ces.clemson.edu/arts)



**This is How an ARTS  
Grant Can Work for You:**

The ARTS program is funded by a \$6 million grant from DHEC which includes money to be awarded to counties, cities and municipalities who are interested in using rubberized asphalt in their major road paving projects. If you have a major road with at least 1 mile of paving or resurfacing, the grant will pay for the difference in cost between the conventional and rubberized asphalt pricing.

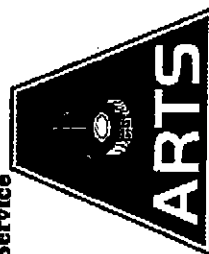


**Benefits of Rubberized Asphalt:**

- Reduces Reflective Cracking in Asphalt Overlays
- Reduces Maintenance Costs
- Improves Resistance to Cracking in New Pavements
- Increases Pavement Life
- Improves Skid Resistance
- Decreases Noise Levels
- Beneficially Uses 500-2,000 scrap tires per lane mile

For more information about the benefits of rubberized asphalt, visit our web page at <http://www.ces.clemson.edu/arts/benefits/RA.html>

**Asphalt Rubber Technology Service**

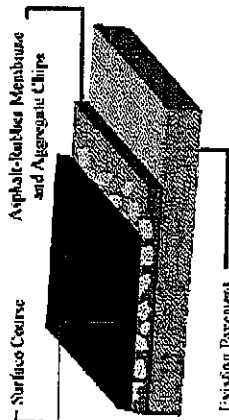


2002 Hugo Drive  
Clemson University  
Clemson, SC 29634  
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arts@ces.clemson.edu

[www.ces.clemson.edu/arts](http://www.ces.clemson.edu/arts)

## Stress Absorbing Membrane SAM / Stress Absorbing Membrane Interlayer SAMI

Stress Absorbing Membrane Interlayer (SAMI)

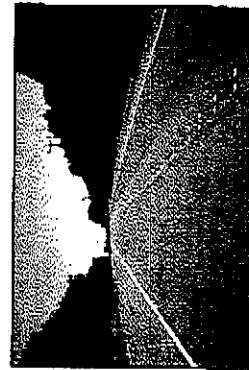


### Benefits:

- Prevents Reflective Cracking
- Extends Pavement Life / Reduces Maintenance
- High rate of Aggregate Retention



1985  
FM-385 Lubbock, Texas  
Before SAM Application

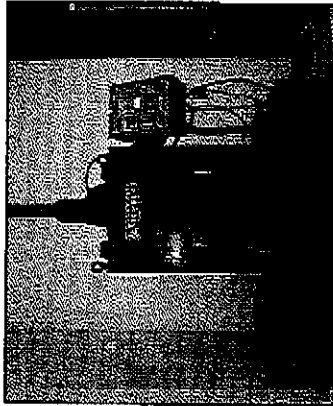


2000  
FM-385 Lubbock, Texas  
15 years after SAM  
Application

### Description:

- PG 64-22 base binder
- 18% - 20% - #40 by weight of base binder
- ARTS Blending Unit Available for Contractor Use
- Apply 0.6 - 0.8 gallons/square yard straight-run, heated rubber-modified binder
- Apply pre-coated 6M aggregates
- Roll immediately to set aggregates
- Can leave as-is or overlay with HMA surface course

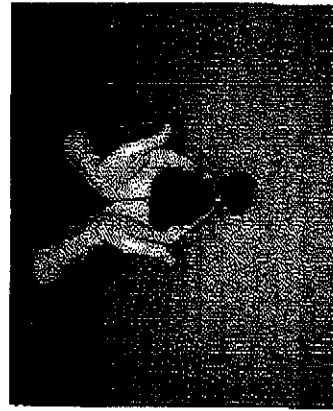
## Rubber-modified Surface Course



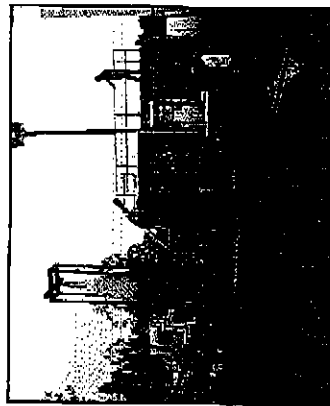
1. SCDOT Superpave Mix  
Design Procedures



2. Contractor provides materials  
for mix design: PG- 64-22 base  
binder, aggregate, and lime



3. 10% -#40 mesh rubber by  
weight of base binder



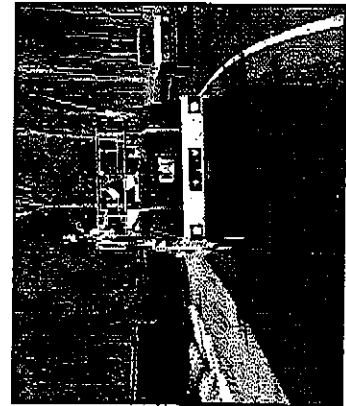
4. ARTS Blending Unit  
available for contractor use



5. ARTS performs viscosity  
testing of rubber-modified  
binder at the HMA plant



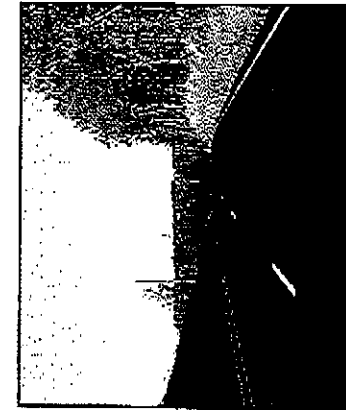
6. Contractor provides SCDOT-  
certified Level 1 Technician to  
perform QC testing of mix  
during production



7. Steel wheel rollers used for  
compaction



8. Contractor provides SCDOT  
certified Roadway Technician to  
perform QC testing of mix during  
placement and compaction



9. Agency receives longer-lasting  
pavement at no additional cost

## ASPHALT RUBBER TECHNOLOGY SERVICE



Recycling tires could have a significant impact on the reduction of solid waste in South Carolina and the rest of the nation. The five-year project will enable the ARTS team to work with agencies and communities statewide to identify recycling markets for waste tires and to provide education, training and consultation services.

Grant money is available to South Carolina Public Works agencies and others interested in using rubberized asphalt and crumb rubber. The grants will cover the difference in cost between a project utilizing recycled tire rubber, and the same project using conventional construction materials. For information on applying for a grant, contact the ARTS office at (864) 656-6799, or [arts@ees.clemson.edu](mailto:arts@ees.clemson.edu). Application forms are also available on our web site at [www.ees.clemson.edu/arts](http://www.ees.clemson.edu/arts).

ARTS will come to your office to present information tailored to your specific questions, or to discuss a potential project. In 2001/02, team members have visited the City of Greenville, Georgetown County, City of Aiken, Pee Dee Council of Governments, and Newberry County, among others to discuss how to take advantage of our grant program. Contact us to set up your appointment!

## ARTS APPROVED PROJECTS THROUGH 2003

Anderson County  
ARTS Lab Demo Areas  
City of Clemson  
City of Greenville  
City of Mullins  
City of Rock Hill  
Clemson Outdoor Lab  
Dillon County  
Georgetown County School District  
Greenville County  
Horry County Solid Waste Authority  
Horry/Georgetown Technical College  
Pickens County School District  
Richland County  
SC Army National Guard  
SC Botanical Garden  
Town of Kingstree  
Williamsburg County Fire Department  
Williamsburg Technical College



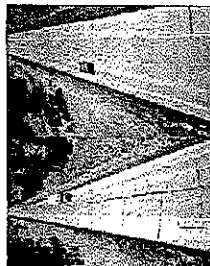
Michelin Boulevard, Anderson County

## SCDOT'S EXPERIENCE WITH RUBBERIZED ASPHALT

Pelham Road	Dry Process	2800 tons	1992
SC 24	Wet Process	1600 tons	1993
US 76	Wet Process	11,200 tons	1994
Hunt Club Rd.	Trickle Process	1360 tons	1994
US 321	Wet Process	5630 tons	1995

## BENEFITS OF RUBBERIZED ASPHALT

- Reduce reflective cracking
- Improve skid resistance
- Reduce maintenance costs
- Increase pavement life
- Beneficially use 500-2000 tires in every lane mile!



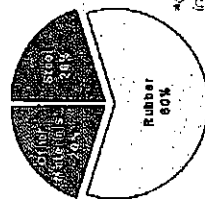
I-40, 1998—Appearance after 8 years. On left, conventional overlay; rubber on right.

## UNITED STATES TIRE FACTS

- 280 million scrap tires are generated annually.
- 235 million passenger car tires, 42 million truck tires, 3 million aircraft and heavy equipment tires
- 5.7 million tons
- 1.8% of total waste
- 40 million used for civil engineering applications
- 115 million used for fuel
- 15 million exported
- 33 million processed into ground rubber.

Source: [www.mao.org/scrap tires](http://www.mao.org/scrap tires) (2001)

## WHAT'S IN A TIRE?



## POTENTIAL USES FOR WASTE TIRES

- Waste tires can be ground and used in asphalt pavements, drainage and fill materials, and playground cover.
- Waste tires can be shredded and used as fill for embankments and landscape mulch.
- Whole waste tires can be used in retaining walls and as artificial reefs and breakwaters.

[WWW.EES.CLEMSON.EDU/ARTS](http://WWW.EES.CLEMSON.EDU/ARTS)

## US HISTORY OF RUBBERIZED ASPHALT

Many states, including Arizona, California, Florida and Texas have been using Rubberized Asphalt Concrete since it was first developed in the mid 1960s. Arizona's success came early, while California's use began primarily in the mid 1970s, and Florida's in the 1980s. Each of these states has incorporated the use of rubberized asphalt into specifications for future construction and repairs.



Asphalt pours from the dump truck into the paver and is laid at temperatures exceeding 300° F. The rubberized mix can be laid with little or no changes to typical paving methods.



November 6, 2003

Ms. Donna Harris  
County of Lexington  
Procurement Services  
212 South Lake Drive  
Lexington, SC 29072-3493

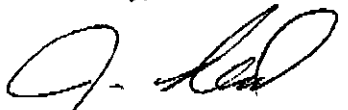
Dear Ms. Harris:

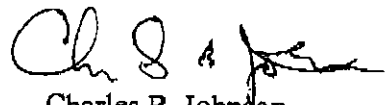
As you are aware, effective January 1, 2004, there is a scheduled price increase in areas 1, 5, 6 and 7 for residential garbage service.

We have discussed on several occasions the need for a price increase in the other franchise areas of Lexington County (areas 2, 3 & 4). Due to the substantial increases in our fuel and insurance expenses, we are requesting that the Lexington County Council approve a \$1.00 per home per month price adjustment for curbside services in areas 2, 3 and 4 to be effective on January 1, 2004.

We will be happy to provide you supporting documentation and data of our increase costs and urge county council to give our request consideration.

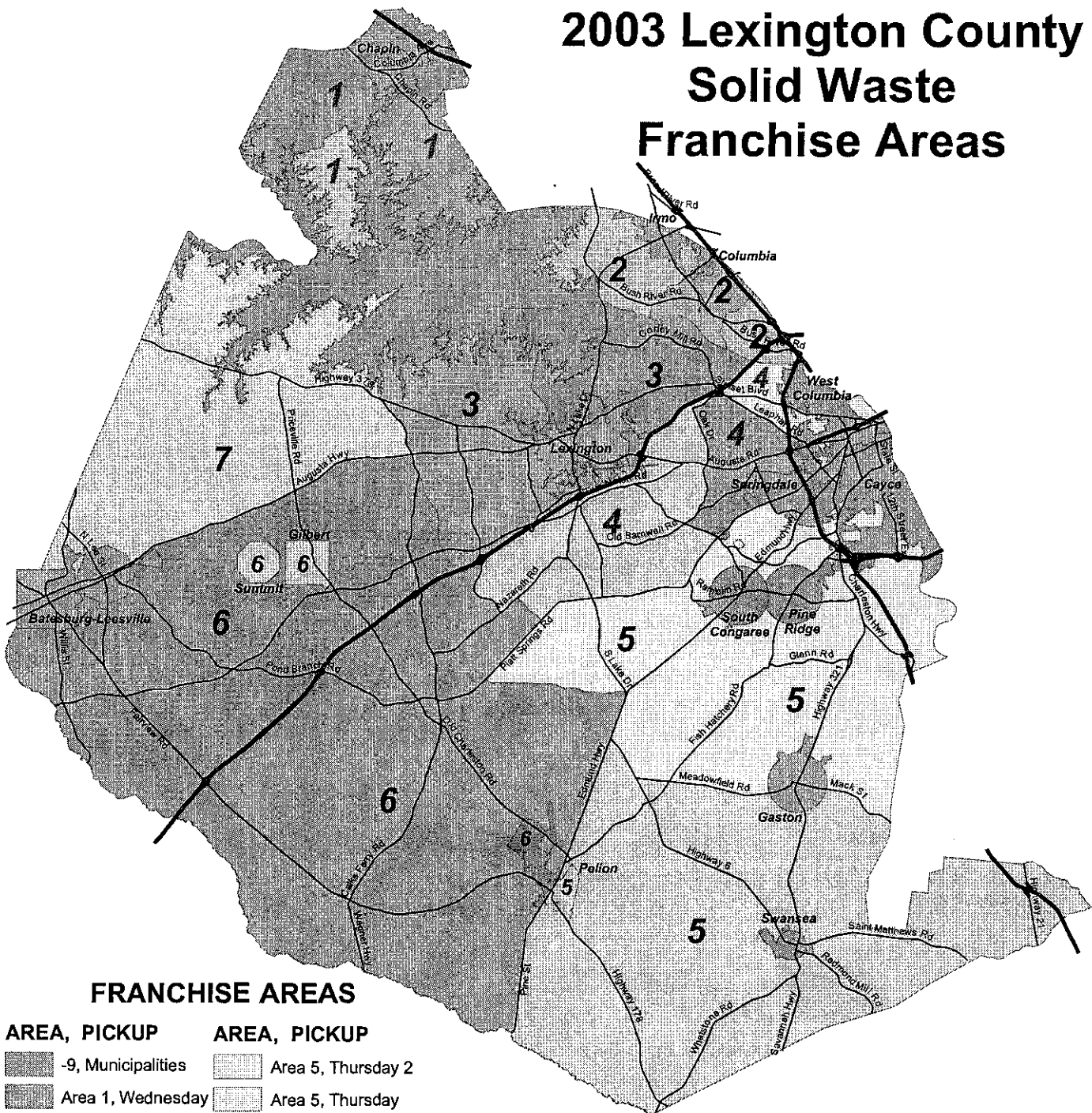
Sincerely,

  
James R. Reed  
Southland Sanitation, Inc.

  
Charles B. Johnson  
Johnson's Garbage Service

cc: Joe Mergo  
Art Brooks  
Lexington County Council

# 2003 Lexington County Solid Waste Franchise Areas



## FRANCHISE AREAS

### AREA, PICKUP

- 9, Municipalities
- Area 1, Wednesday
- Area 1, Tuesday
- Area 1, Monday
- Area 2, Tuesday
- Area 2, Friday
- Area 2, Wednesday
- Area 3, Tuesday
- Area 3, Monday
- Area 4, Thursday
- Area 4, Friday
- Area 4, Monday

### AREA, PICKUP

- Area 5, Thursday 2
- Area 5, Thursday
- Area 5, Friday
- Area 6, Wednesday
- Area 6, Monday
- Area 7, Monday

### MUNICIPALITIES

### AREA, PICKUP

- 5, Friday
- 6, Wednesday
- 6, Monday
- Lake Murray



## RESOLUTION

**THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA,  
MEETING IN GENERAL SESSION THE 10TH DAY OF FEBRUARY, TWO  
THOUSAND AND FOUR ADOPTED THE FOLLOWING:**

**WHEREAS**, on January 1, 1974, Lexington County established an ambulance service to provide its citizens the best pre-hospital emergency medical care; and

**WHEREAS**, Lexington County Emergency Medical Services is celebrating its 30<sup>th</sup> year of service having been established with 16 personnel and four (4) ambulances and now having over 100 personnel and 14 ambulances; and

**WHEREAS**, in the last 30 years, Lexington County Emergency Medical Services has committed itself to serving the public; and

**WHEREAS**, EMS personnel dedicate themselves to helping those in need at all hours of the day and night every day of the year.

**NOW, THEREFORE, BE IT RESOLVED** that we take great pride in congratulating Lexington County Emergency Medical Services on the occasion of 30 years of selfless service to the residents of Lexington County and we extend our sincere gratitude to all of our EMS personnel.

\_\_\_\_\_  
George H. Smokey Davis, Chairman

\_\_\_\_\_  
William C. Billy Derrick, V Chairman

\_\_\_\_\_  
Bruce E. Rucker

\_\_\_\_\_  
Jacob R. Wilkerson

\_\_\_\_\_  
Bobby C. Keisler

\_\_\_\_\_  
Johnny W. Jeffcoat

\_\_\_\_\_  
John W. Carrigg, Jr.

\_\_\_\_\_  
Joseph W. Joe Owens

\_\_\_\_\_  
M. Todd Cullum

ATTEST:

\_\_\_\_\_  
Dorothy K. Black, Clerk

## **A P P O I N T M E N T S - B O A R D S & C O M M I S S I O N S**

February 10, 2004

### **BRUCE RUCKER**

**Health Services District Board of Directors**- James B. Ellisor - Term expires 03/10/04 -  
Not eligible for Reappointment

### **BILLY DERRICK**

**Health Services District Board of Directors** - John R. Caughman - Term expires 03/10/04 -  
Eligible for Reappointment

### **JOHN CARRIGG**

**Accommodations Tax Board** - Angela Ecton - Term expired 12/31/03 - Eligible for Reappointment  
**Accommodations Tax Board** - Gayle D. Jewell - Term expired 12/31/03 - Eligible for Reappointment  
**Accommodations Tax Board** - Judy Knoechel - Term expired 12/31/03 - Eligible for Reappointment  
**Children's Shelter** - Vacant - Term expired 6/30/01  
**Assessment Appeals Board** - Larry B. Mack - Term expired 9/21/02 - Eligible for Reappointment

### **TODD CULLUM**

**Accommodations Tax Board** - Marila J. Turbyfill - Term expired 12/31/03 - Eligible for  
Reappointment  
**Children's Shelter** - Gloria Jackson - Term expired 6/30/03 - Eligible for Reappointment; however,  
does not attend board meetings  
**Health Services District Board of Directors** - Elizabeth W. Foster - Term expires 03/10/04 -  
Eligible for Reappointment  
**Library Board** - Ray Sharpe - Nominated

### **ATHLETIC COMMISSION**

Steve Keefe - Term expired 11/30/00 - Unable to contact - no response

Joel Slotnick - Term expired 11/30/02 - Eligible for Reappointment - Willing to serve again

### **LEXINGTON/RICHLAND ALCOHOL & DRUG ABUSE COUNCIL**

At-Large Appointments

Buddy Wilson - Term expired 12/31/03 - Eligible for Reappointment

Anida P. Mims - Term expired 12/31/03 - Eligible for Reappointment

William R. Gibson - Vacant - Ineligible to Serve (former employee)

### **CULTURAL COUNCIL OF RICHLAND AND LEXINGTON COUNTIES**

Replacement of former Chairman Bill Banning

### **BUILDING CODE BOARD OF APPEALS**

**Plumbing** - Perry Kimball - Term expired 08/13/03 - Not eligible for Reappointment

**Mechanical Contractor**

**Building Industry (new)**

**Member at Large (new)**

### **HEALTH SERVICES DISTRICT BOARD OF DIRECTORS**

James E. Clark - At Large - Term expires 03/10/04 - Eligible for Reappointment

### **TEMPORARY SIGN AND PERMITTING COMMITTEE**

Jim S. Sexton, Jr. - Nominated by Todd Cullum

Craig M. Lemrow - Nominated by Smokey Davis

Brad Bessent - Nominated by Johnny Jeffcoat

Fax. 359.8101

LEXINGTON COUNTY COUNCIL  
BOARD/COMMISSION NOMINATION FORMName of Board/Commission: SIGN AND PERMITTINGNominee: Jim S. Sexton, Jr.Address: 104 Mill Pond Rd, Cayce, SC 29033Employed by: Palmetto Systems Integration, IncAddress: 806 12th Street, West ColumbiaHome Telephone: 803-796-0749 Business Telephone: 803-794-7953Mobile Phone: 803-414-3622 Beeper Number: \_\_\_\_\_Fax Number: 803-794-0627Is nominee aware of board/commission activities and responsibilities: Yes

Background information (include education, community service activities, previous service on county boards/commissions or any other boards/commissions on which you are currently serving):

Owner of Palmetto Systems IntegrationResident of Cayce since 1981Served Cayce City Council 1992-1998 as Mayor pro temBoard Member Central Midlands Regional Council of Govt (1992-1998)Board Member River Alliance (2003-present)\* Secretary CMHC Housing Development Corporation (1994-1998)various Lexington School District Parent committees for district\*\* Council member in Cayce when City drafted new sign ordinances for city, particularly Kees Albert DriveSubmitted by: TODD CULUMDate: JANUARY 16 2004



**Palmetto Systems Integration, Inc.**

806 12th Street • PO Box 3576 • West Columbia, SC 29171  
Phone (803) 794-7953 • Fax (803) 794-0627  
[www.psi-sc.com](http://www.psi-sc.com)

**To:** Dot - Lexington County Council 359-8101

**From:** Jim Sexton

**Subject:** Lexington County Ad hoc Committee to review county wide signage ordinances

Dot,

Attached is the completed nomination form although I didn't know the official name of the proposed ad hoc committee.

Please note that I served on Cayce City Council in the mid-1990's and was part of the team that developed new sign ordinances and approved them as a council member. After public consideration and review, the ordinances went into effect. We allowed a sunset clause (seven years as I recall) that permitted time for all signage to come into compliance. This sunset was reached last year and the City of Cayce has benefitted immensely from it.

Regards,

  
Jim Sexton

Total Pages (including cover) :

LEXINGTON COUNTY COUNCIL  
BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: TEMPORARY SIGN & PERMITTING COMMITTEE

Nominee: CRAIG M. LEMROW

Address: 1605 LINDLER DR, GILBERT, SC 29054

Employed by: MCGEE REAL ESTATE CO. INC

Address: 560 MEETING ST, WEST COLUMBIA, 29169

Home Telephone: 803-968-872-6591 Business Telephone: 803-739-0550

Mobile Phone: 803-960-3572 Beeper Number: \_\_\_\_\_

Fax Number: 803-796-9420

Is nominee aware of board/commission activities and responsibilities: Yes.

Background information (include education, community service activities, previous service on county boards/commissions or any other boards/commissions on which you are currently serving):

BS-US NAVAL ACADEMY - MBA - UNIVERSITY OF NORTH FLORIDA.  
Chairman - Operation Turkey - Saxe Gotha Presbyterian Church - Board  
Member - Mental Illness Recovery Center, Inc. - Member Lexington  
Rotary - Greater Lexington Chamber of Commerce. No previous  
Lexington County Board/Commission experience - Regularly  
attend County Council Meetings for Lexington Chamber.

Submitted by: CRAIG M. LEMROW

Date: 1/20/04

dot/wpdocs/nominatn.wpd (April 25, 2003)



LEXINGTON COUNTY COUNCIL  
BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: Temporary Signs Permitting Committee  
 Nominee: Brad Bessent  
 Address: 316 Cranewater Dr. Columbia 29212  
 Employed by: Sign a Rama  
 Address: 1247B Lake Murray Blvd.  
 Home Telephone: 781-3731 Business Telephone: 407-9284  
 Mobile Phone: 960-0904 Beeper Number: —  
 Fax Number: 407-1132

Is nominee aware of board/commission activities and responsibilities: —

Background information (include education, community service activities, previous service on county boards/commissions or any other boards/commissions on which you are currently serving):

Clemson University B.A.  
Southwestern Seminary M.Div.  
5 year 11mo Chamber Board (Currently Vice Chmn)  
a 1 year Board of 11mo Rotary Club

Submitted by: Johnny Jeffcoat  
 Date: Jan. 23, 2004

dot/wpdocs/council/nominationform.wpd (April 25, 2003)

Lexington County Council  
 FAX - 359-8101

Be

Post-It® Fax Note	7671	Date	Jan 23 2004
To	BRAD BESSENT	From	DR. BLACK
Co./Dept.		Co.	Bessent
Phone #		Phone #	
Fax #		Fax #	

LEXINGTON COUNTY COUNCIL  
BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: LIBRARY BOARD

Nominee: Ray Sharpe

Address: 506 Moss Creek Dr. Cayce SC 29033

Employed by: SC Retirement Systems

Address: 202 Arbor Lake Dr. Columbia SC 29211

Home Telephone: (803) 794-8613

Business Telephone: (803) 737-6634

Mobile Phone: \_\_\_\_\_

Beeper Number: \_\_\_\_\_

Fax Number: (803) 732-6947

Is nominee aware of board/commission activities and responsibilities: yes

Background information (include education, community service activities, previous service on county boards/commissions or any other boards/commissions on which you are currently serving):

- Bachelor's Degree - Political Science  
University of SC - 1983

- 24 year Veteran of SC State Government including  
managing SC Silvercard program, 17 years auditing  
experience, currently assistant to SCS Director  
Peggy G. Boykins

- Decan + SS teacher at FBC Columbia

- Served on two city of Cayce Committees  
Solid Waste Advisory + ACT Committee

- married to April Bragg from Whitmire SC  
two sons, Stuart (11)

Alexander (10)

Submitted by: Ray Sharpe via the Honorable Todd Cullum

Date: Jan 20, 2004



## County of Lexington

*Community and Economic Development*

212 South Lake Drive Lexington, SC 29072

(803) 359-8389 Fax (803) 359-8101

### MEMORANDUM

To: Dot Black  
For: Lexington County Council  
From: Tammy Coghill *Tammy Coghill*  
Re: Expansion and Appointment of Building Code Board of Appeals membership  
Date: November 6, 2003

As you are aware, County Council recently approved an increase in the number of Building Code Board of Appeals members from seven (7) to nine (9).

Unlike most Boards appointed by Council, this group is not appointed by District, but by discipline. The increase in membership enables the addition of a member of the Building Industry as well as a Member-At-Large, who could represent any discipline.

The expansion to 9 members also allows this Board to mirror the size of other Boards and Commissions and provides the opportunity for more appointments from more Council members. Even though not district-specific, the addition may open up an opportunity for a Councilman who has previously not been able to appoint anyone due to lack of volunteer in that particular discipline. The present Board members all come from either Council District 1, 2, or 4.

There are two Board members whose terms have expired and as such are not eligible to continue to serve, as well as two new positions to be filled.

At the present time the following disciplines need to be represented:

Plumbing Contractor  
Mechanical Contractor  
Building Industry (new)  
Member at Large (new)

Possible candidates are listed below, however this list is not intended to be exhaustive and the individuals have not been contacted by staff:

Plumbing	Billy Sturkie, Billy Sturkie Plumbing
Mechanical	Marvin Smith, Cool Flow Heating & Air
Mechanical	Sam White, Walker-White, Inc.
Building	Bill Harring, Alternative Building Systems
Building	Bill King, Wall Systems, Inc.
At-Large	Wade Keisler, Developer

Please contact Mike Moore, Building Official, or me if you have any questions. Thank you.

# COUNTY OF LEXINGTON

## Procurement Services

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### MEMORANDUM

(O) 359-8319

(F) 359-2240

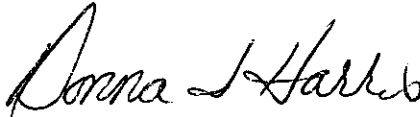
**DATE:** January 15, 2004

**TO:** Art Brooks  
County Administrator

**THROUGH:** Sheila R. Fulmer, CPPB  
Procurement Manager



**FROM:** Donna J. Harris, CPPB  
Procurement Officer



**SUBJECT:** Computer Hardware (Disk Storage) - Information Services

---

We received a purchase request and recommendation from Jim Schafer, Director of Information Services, for the purchase of one (1) 1.5 Terabytes of additional Disk Storage. The Hardware will be purchased directly from the manufacturer (Dell) through the South Carolina State Contract #03-S5869-A9659.

Jim Schafer, Director of Information Services, has reviewed and recommended the hardware to enhance the storage capacity of the County's Network Attached Storage (NAS) device (See attached memorandum).

The cost of the Dell Hardware is \$8,232.68 including applicable sales tax.

Funds are appropriated in the following account: 1000-102100-5A4003

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on January 27, 2004.


Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Jim Schafer, Director of Information Services  
Charlie Compton, Director of Planning and GIS  
Rick Dolan, Assessor

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**MEMORANDUM**

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**DATE:** 1/14/2004  
**TO:** DONNA HARRIS, PROCUREMENT OFFICER  
**CC:** MIKE BERRIAN, SYSTEMS ANALYST II; CHARLIE COMPTON, DIRECTOR OF PLANNING & GIS  
**FROM:** JIM SCHAFER, INFORMATION SERVICES DIRECTOR   
**RE:** REQUEST FOR STATE CONTRACT PURCHASE APPROVAL--LINE ITEM 1000-102100-5A4003, 1.5 TERABYTE DISK STORAGE

---

Attached is a requisition for the purchase of 1.5 Terabytes of disk storage to add to the county's existing Network Attached Storage (NAS) device. The amount budgeted in line item 1000-102100-5A4003 is \$14,260. The state contract amount to Dell for the needed equipment is \$8,232.68 (SC State Contract # 03-S5869-A9659). The decrease in the amount needed for this is due to market and supply conditions as well as aggressive pricing achieved by SC joining in with a purchasing consortium of other state governments (Western States Communication Association).

The disk storage was budgeted as a part of the ortho photography project. In this project aerial photographs of the county are made and digitized for electronic storage, display and duplication. In addition to the photo image of all the county's area, other digital data is added, such as topography (land elevation information). Consequently, the size of the data files is very great, necessitating the addition of storage capacity of this magnitude to the county's NAS.

Director of Planning and GIS Charlie Compton has informed me that the fly-over and photography of the county has been completed. Initial quality testing has indicated superior quality of the information. Consequently, the contractor has been authorized to proceed with putting all the data together for delivery. The county will be receiving the data monthly in electronic form from the contractor. Two-thirds to three quarters will be received by June 30, 2004. The transfer of files should be completed by the end of August 2004.

Approval of this procurement is requested.

1000-102100-5A4003

# COUNTY OF LEXINGTON

## Procurement Services

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### MEMORANDUM

**DATE:** January 14, 2004

**TO:** Art Brooks  
County Administrator

**THROUGH:** Sheila R. Fulmer, CPPB *Sheila R Fulmer*  
Procurement Manager

**FROM:** Janice A. Bell, CPPB *Bell*  
Procurement Officer

**SUBJECT:** (2) 750 GPM Tankers and (1) 1500 GPM Pumper  
Bid No. B04015-12/17/03B

---

Competitive bids were solicited and advertised for two (2) 750 GPM Tankers and one (1) 1500 GPM Pumper for the Department of Public Safety/Fire Service. The bid document was set up to provide pricing for pumper equipment as an option. A replacement schedule has been established to replace aging tankers as well as increase their water carrying capacity. The new tankers carry 1500 gallons of water instead of 1000 gallons, which in some cases reduces the number of tankers that are needed to obtain needed water supply. The current pumpers in service were purchased in 1975 and have pumping capacities of 750 GPM to 1000 GPM. These pumpers have an anticipated life expectancy of approximately 12-15 years. Based on these facts, a replacement schedule has been developed to replace these older pumpers and increase the pumping capacity to 1500 GPM.

We received four (4) bids of which two (2) were no bids (see attached bid tabulation). The bids were evaluated by Russell Rawl, Fire Service Coordinator; Ellis Gammons, Fleet Services Manager; Brian Hood, Chief Administrative Officer; and Janice A. Bell, Procurement Officer.

Russell Rawl, Fire Service Coordinator and Ellis Gammons, Fleet Services Manager have recommended award to Slagle's Fire Equipment Company for a total cost of \$666,327.61 including sales tax and optional equipment.

Funds are appropriated in the following account numbers:

1000-131500-5A4107	(2) Tanker Replacements	\$395,550.00
1000-131500-5A4106	(1) Pumper Replacement	\$270,777.61

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on January 27, 2004.

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Chief Timothy James, Sheriff's Department/Interim Public Safety Director  
Russell Rawl, Fire Service Coordinator  
Ellis Gammons, Fleet Services Manager  
Brian Hood, Chief Administrative Officer

# COUNTY OF LEXINGTON

## BID TABULATION SHEET

**BID:** B04015-12/17/03B

**DATE:** January 14, 2004

**PROJECT:**(2) 750 GPM Tankers and (1) 1500 GPM Pumper

Item	Product	Slagle's Fire Equipment Company	American LaFrance of South Carolina	Capital Fire Incorporated	Anderson Fire & Safety
1	(2) 750 GPM Tanker	\$197,475.00 each \$394,950.00	\$253,198.00 each \$506,396.00	No Bid	No Bid
2	(1) 1500 GPM Pumper	\$251,084.00 each \$251,084.00	\$318,573.00 each \$318,537.00	No Bid	No Bid
	Optional Pumper Equipment				
1	(12) 100' section 5" Nitrile Rubber	\$523.00 each \$6,276.00	\$640.00 each \$7,680.00	No Bid	No Bid
2	(1) 50' Section 5" Nitrile Rubber	\$323.00 each \$323.00	\$436.00 each \$436.00	No Bid	No Bid
3	(1) 25' section 5" Nitrile Rubber	\$221.00 each \$221.00	\$338.00 each \$338.00	No Bid	No Bid
4	(2) 5" Storz Elbow to 2 ½" Female NST Swivel	\$109.65 each \$219.30	\$235.00 each \$470.00	No Bid	No Bid
5	(1) 5-Way Manifold with Relief and Gauge, 5" Storz Inlet, 5" Storz Gated Outlet with Cap & Chain, four 2 ½" NST Gated Outlets	\$1,109.13 each \$1,109.13	\$2,060.00 each \$2,060.00	No Bid	No Bid
6	(1) 5" Storz Elbow to 6" Female NST Swivel with Incoming Gate and Relief Valve with Cap & Chain	\$642.29 each \$642.29	\$705.00 each \$705.00	No Bid	No Bid
7	(1) 4 Storz Span Wrench Sets with Mounting Bracket	\$86.33 each \$86.33	\$118.00 each \$118.00	No Bid	No Bid
8	(1) 5" Storz to 6" NST Male	\$100.26 each \$100.26	\$235.00 each \$235.00	No Bid	No Bid
9	(1) Ziamatic Lightweight 6" Float Dock/Low Lever Strainer	\$610.01 each \$610.01	\$381.00 each \$381.00	No Bid	No Bid

Item	Product	Slagle's Fire Equipment Company	American LaFrance of South Carolina	Capital Fire Incorporated	Anderson Fire & Safety
10	(1) Pike Poles & More #PP-FHY-6 6 Lb. Flat Head Axe with Fiberglass Handle	\$35.89 each \$35.89	\$31.00 each \$31.00	No Bid	No Bid
11	(1) Pike Poles & More #PP-PHY-6 6 Lb Pick Head Axe with Fiberglass Handle	\$39.77 each \$39.77	\$35.00 each \$35.00	No Bid	No bid
12	(2) South Park #SPZAH-51 Chrome Plated Axe Blade Holder	\$20.00 each \$40.00	\$33.00 each \$66.00	No Bid	No Bid
13	(2) South Park #SPZSMA-52 Chrome Plated Axe Handle Bracket	\$22.00 each \$44.00	\$38.00 each \$76.00	No Bid	No Bid
14	(1) Halpin Supply #HSTPGIR Pick Head Axe Guard	\$10.00 each \$10.00	\$8.00 each \$8.00	No Bid	No Bid
15	(1) Pike Poles & More #PP-PP-6 6' Fiberglass Pike Pole	\$47.53 each \$47.53	\$42.00 each \$42.00	No Bid	No Bid
16	(1) Pike Pole & More #PP-PP-10 10' Fiberglass Pike Pole	\$63.05 each \$63.05	\$56.00 each \$56.00	No Bid	No Bid
17	(2) Ziamatic #ZC-SAC-44 Folding Aluminum Wheel Chock	\$181.39 each \$362.78	\$176.00 each \$352.00	No Bid	No Bid
18	(2) Ziamatic #ZC-SQCH-44-H Horizontal Mounting Bracket for Folding Wheel Chock	\$62.00 each \$124.00	\$57.00 each \$114.00	No Bid	No Bid
19	(1) Akron Apollo #3423 Truck Mount Deluge Gun with Staking Tips & shaper Tube	Included in Item #20	\$2,247.00 each \$2,247.00	No Bid	No Bid
20	(1) Remove Base for Akron Apollo #3423 Deluge Gun With Dual 2 1/2" Clapper Intakes	\$2,427.91 each \$2,427.91	\$597.00 each \$597.00	No Bid	No Bid
21	(1) SM-100 Fog Nozzle	\$752.72 each \$752.72 each	\$707.00 each \$707.00	No Bid	No Bid
22	(2) Caterpillar "ET" Software	\$2,929.32 each \$5,858.64	\$3,242.00 each \$6,484.00	No Bid	No Bid

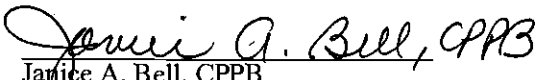


Item	Product	Slagle's Fire Equipment Company	American LaFrance of South Carolina	Capital Fire Incorporated	Anderson Fire & Safety
	Total Optional Tanker Equipment	\$19,393.61	\$23,238.00		
	Tankers & Pumper	\$646,034.00	\$824,969.00		
	Grand Total	\$665,427.61	\$848,207.00		

A "No Bid" was received from Capital Fire Incorporated stating that due to prior commitments they regretted not being able to complete the bid.

A "No Bid" was received from Anderson Fire & Safety stating that they do not offer this product or service.

Bids Opened: January 6, 2004 @ 3:00 PM

  
 Janice A. Bell, CPPB  
 Procurement Officer

# COUNTY OF LEXINGTON

## Procurement Services

---

### MEMORANDUM

(O) 359-8385

(F) 359-2240

**DATE:** January 20, 2004

**TO:** Art Brooks  
County Administrator

**THROUGH:** Sheila R. Fulmer, CPPB  
Procurement Manager



**FROM:** Janice A. Bell, CPPB  
Procurement Officer



**SUBJECT:** Motorola Replacement Batteries  
Sheriff's Department

---

We are in receipt of a requisition to establish a blanket purchase order for the purchase of Motorola Replacement Batteries for the Sheriff's Department. Replacement batteries are needed each year. Each officer uses a minimum of two (2) batteries annually. These batteries are required for the operation of the 800 MHZ radios used by officers for communication and safety. The use of these radios increase efficiency in the performance of daily tasks, optimize communication with state and local law enforcement, and provide a tool to improve officer safety. The batteries will be purchased directly from the manufacturer (Motorola) through the South Carolina State Contract #OIR2002.07. The unit price for each battery is \$93.45 including applicable tax. This purchase order will be used for a period of one (1) year and the requested amount is \$28,035.00.

Funds are appropriated in the following account:

1000-151200-5A4152	(300) MHZ Radio Batteries	\$28,035.00
--------------------	---------------------------	-------------

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on January 27, 2004.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Sheriff James Metts  
Chief Timothy James, Sheriff's Department/Interim Public Safety Director  
Sylvia Dillon, Sheriff's Department

# COUNTY OF LEXINGTON


## Procurement Services

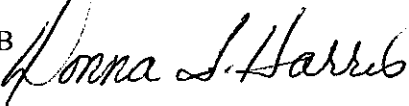
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### MEMORANDUM

**DATE:** January 29, 2004

**TO:** Art Brooks, County Administrator

**THROUGH:** Sheila R. Fulmer, CPPB  
Procurement Manager 

**FROM:** Donna J. Harris, CPPB  
Procurement Officer 

**SUBJECT:** OMNITRAK LATENT STATION AND COLOR VIDEO PRINTER  
BID NO. B04024-01/05/04H

---

Invitations for Bids were advertised and solicited from qualified vendors for an Omnitrak Latent Station and Color Video Printer for the Lexington County Sheriff's Department. The Latent Station is a system that reads and accesses South Carolina Law Enforcement (SLED) fingerprint records on a statewide basis increasing the success rate on matching suspect latent prints. It will allow law enforcement agencies to scan more of their suspects' prints to help solve crimes. The Color Video Printer is located at the latent station and allows the printing of a hard copy photo of the image on the screen. This photo will be used for court, charting purposes, and aiding documentation of crimes. We received one (1) bid and one (1) no bid (see attached bid tab).

Bids were evaluated by Nandalyn Heaitley, Grants Administrator, Sheriff's Department and Donna J. Harris, Procurement Officer. The grant procedures have been approved by the South Carolina Department of Public Safety. It is our recommendation to award this bid to Motorola, Incorporated as being the low bidder. The total bid for the project is \$141,330.00 which includes shipping and applicable sales tax.

Funds are appropriated in the following accounts:

2444-151200-5A4203 - Fingerprint Workstation - \$132,000.00 - Narcotics Multijurisdictional Task Force

2444-151200-5A4204 - Color Video Printer - \$ 11,000.00 - Narcotics Multijurisdictional Task Force

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on February 10, 2004.

Attachment

copy: Larry Porth, Director of Finance / Assistant County Administrator  
Sheriff James Metts, Sheriff's Department  
Chief Timothy James, Sheriff's Department/Interim Public Safety Director  
Nandalyn Heaitley, Grants Administrator, Sheriff's Department

# COUNTY OF LEXINGTON

## BID TABULATION SHEET

**BID:** B04024-01/05/04H

**DATE:** January 29, 2004

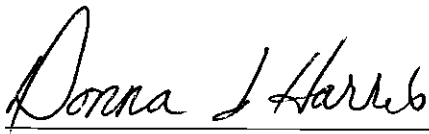
**PROJECT:** To provide and deliver Omnitrak Latent Station and Color Video Printer for the Lexington County Sheriff's Department.

		Motorola Incorporated
		David McNeff
		714-238-2000
Qty	Description	Total Price
1 ls	Omnitrak Latent Station	\$125,000.00
1 ea	Color Video Printer	\$ 9,600.00
Total Cost for Equipment		\$141,330.00

A no bid response was received from CDW Government, Incorporated stating that they are unable to meet specifications. CDW Government downloaded the solicitation from the County's website. After reviewing the bid, CDW Government realized that the Omnitrak Latent Station is a specialized piece of equipment that they cannot provide.

Recommend award to Motorola Incorporated.

Bids Opened: January 5, 2004 at 3:00 p.m.



Donna J. Harris, CPPB  
Procurement Officer

Minutes are left out intentionally until approved by Lexington County Council. Upon Council's approval, the minutes will be available on the internet.

## A RESOLUTION

### PUBLISHING THE RESULTS OF A REFERENDUM HELD IN LEXINGTON COUNTY, SOUTH CAROLINA, ON DECEMBER 19, 2003.

BE IT RESOLVED BY THE COUNTY COUNCIL OF LEXINGTON COUNTY, SOUTH CAROLINA, IN COUNCIL ASSEMBLED, AS FOLLOWS:

#### **Section 1. Findings of Fact.**

As an incident to the adoption of this Resolution, the Lexington County Council (the "Council"), the governing body of Lexington County, South Carolina (the "County"), finds that the facts set forth in this Article exist and the statements made with respect thereto are in all respects true and correct:

(a) The Council previously received a petition (the "Petition") requesting that a referendum (the "Referendum") be held with respect to the establishment of a special tax district (the "District") within the area of the County commonly referred to as the "Isle of Pines." The Petition requested the formation of the District, the construction and installation of a water distribution system for the benefit of the District (the "Isle of Pines Water System"), the construction and installation of a sewage collection system for the benefit of the District (the "Isle of Pines Sewer System"), and the issuance of general obligation bonds of the County for the purposes of constructing and installing the Isle of Pines Water System and/or the Isle of Pines Sewer System, as the case may be.

(b) Responsive to the provisions of Section 4-9-30(5)(a)(i) of the South Carolina Code of Laws of 1976, as amended, the Council, upon review of the Petition, determined that the Petition satisfied applicable statutory requirements. Accordingly, the Council certified the Petition to the Lexington County Registration and Elections Commission (the "Election Commission").

(c) Upon receipt of the certified Petition, the Election Commission adopted a resolution on October 15, 2003, calling for the Referendum to be held on December 19, 2003. The Election Commission caused the publication of appropriate notices, procured Justice Department pre-clearance, and then duly held and conducted the Referendum on December 19, 2003.

(d) On December 22, 2003, the Election Commission certified the results of the Referendum and thereafter delivered said certification to the County.

(e) The Council has determined, by analysis of the certification delivered by the Election Commission, that the Referendum resulted in a favorable outcome on both questions presented therein, and therefore the Council expects that the County will undertake the construction and installation of the Isle of Pines Water System and the Isle of Pines Sewer System (collectively, the "Project"), as described in the Petition and approved in the Referendum.

(f) The Council therefore now desires to publish the results of the Referendum by resolution, as contemplated by Section 4-9-30(5)(a)(1).

#### **Section 2. Publication of Results of the Referendum.**

Having received a certification given by the Election Commission of the Results of the Referendum, the Council hereby publishes the results thereof.

(a) As to Question 1, which asked:

Question 1. Shall Lexington County, South Carolina, be authorized to form a special tax district within the area commonly known as the "Isle of Pines" and including tax map parcels 001617-07-001, 001618-04-001, 001618-03-001, 001618-02-039, 001619-03-001, 001619-03-002, 001619-03-003, 001619-03-004, 001619-03-007, 001619-03-008, 001619-03-009, 001619-03-010, 001619-03-011, 001619-03-012, 001619-03-013, 001619-03-014, 001619-03-015, 001619-03-017, 001619-03-018, 001619-03-019, 001619-03-020, 001619-03-021, 001619-03-022, 001619-03-023, 001619-03-024, 001619-03-025, 001619-02-022, 001619-02-021, 001619-02-026, 001619-02-020, 001619-02-023, 001619-02-025, 001619-02-024, 001619-02-013, 001619-02-011, 001619-02-012, and 001619-02-010, for the purpose of providing water service within the area of said special tax district, and be further authorized to impose property taxes within said special tax district in an amount not to exceed 96 mills per year for the purpose of providing water service in said special tax district?,

There were eleven (11) ballots cast in favor of the question and zero (0) ballots cast in opposition to the question.

(b) As to Question 2, which asked:

Shall Lexington County, South Carolina, be authorized to form a special tax district within the area commonly known as the "Isle of Pines" and including tax map parcels 001617-07-001, 001618-04-001, 001618-03-001, 001618-02-039, 001619-03-001, 001619-03-002, 001619-03-003, 001619-03-004, 001619-03-007, 001619-03-008, 001619-03-009, 001619-03-010, 001619-03-011, 001619-03-012, 001619-03-013, 001619-03-014, 001619-03-015, 001619-03-017, 001619-03-018, 001619-03-019, 001619-03-020, 001619-03-021, 001619-03-022, 001619-03-023, 001619-03-024, 001619-03-025, 001619-02-022, 001619-02-021, 001619-02-026, 001619-02-020, 001619-02-023, 001619-02-025, 001619-02-024, 001619-02-013, 001619-02-011, 001619-02-012, and 001619-02-010, for the purpose of providing sewer service within the area of said special tax district, and be further authorized to impose property taxes within said special tax district in an amount not to exceed 156 mills per year for the purpose of providing sewer service in said special tax district?,

There were eleven (11) ballots cast in favor of the question and zero (0) ballots cast in opposition to the question.

**DONE IN MEETING DULY ASSEMBLED, this \_\_\_\_ of February, 2004.**

**LEXINGTON COUNTY COUNCIL**

(SEAL)

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Clerk



STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

I, the undersigned, Clerk of the Lexington County Council, DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an resolution that was adopted by the County Council of Lexington County, South Carolina, on February \_\_\_, 2004. The original of this resolution is duly entered in the permanent records of minutes of meetings of the County Council, in my custody as such Clerk.

That the meeting at which the resolution was adopted was duly called, and all members of the County Council were notified of the same; that all/a majority of the membership were notified of the meeting and remained throughout the proceedings incident to the adoption of this resolution.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of the County, this \_\_\_ day of \_\_\_\_\_ 2004.

(SEAL)

\_\_\_\_\_  
Clerk, Lexington County Council



COUNTY OF LEXINGTON, SOUTH CAROLINA

Department of Community & Economic Development  
County Administration Building (803) 359-8121  
212 South Lake Drive Lexington, South Carolina 29072

**ZONING MAP AMENDMENT APPLICATION # M04 -01**

Address and/or description of property for which the amendment is requested:

6172 Bush River Road, Columbia, SC 29212 Portion of TMS #2697-01-003 as shown on attachment.

Zoning classifications: High Density Residential (R-3) General Commercial (C-2)  
(current) (proposed)

Reason for the request (use the back of this application form if necessary):

Improve marketability

Even though this request will be carefully reviewed and considered, the burden of proving the need for the amendment rests with the applicant.

Date 1/06/04

(X) Owner?  
( ) Agent?

Signature Jerry D. Rothstein

Name(print) Jerry D. Rothstein

Telephone # 772-6755

Address 6172 Bush River Road

Columbia, SC 29212

\*\*\*\*\*

1. 1/06/04 Application Received  
2. NA/NA/NA Fee Receipted (Fee waived per County Council)  
3.     Newspaper Advertisement

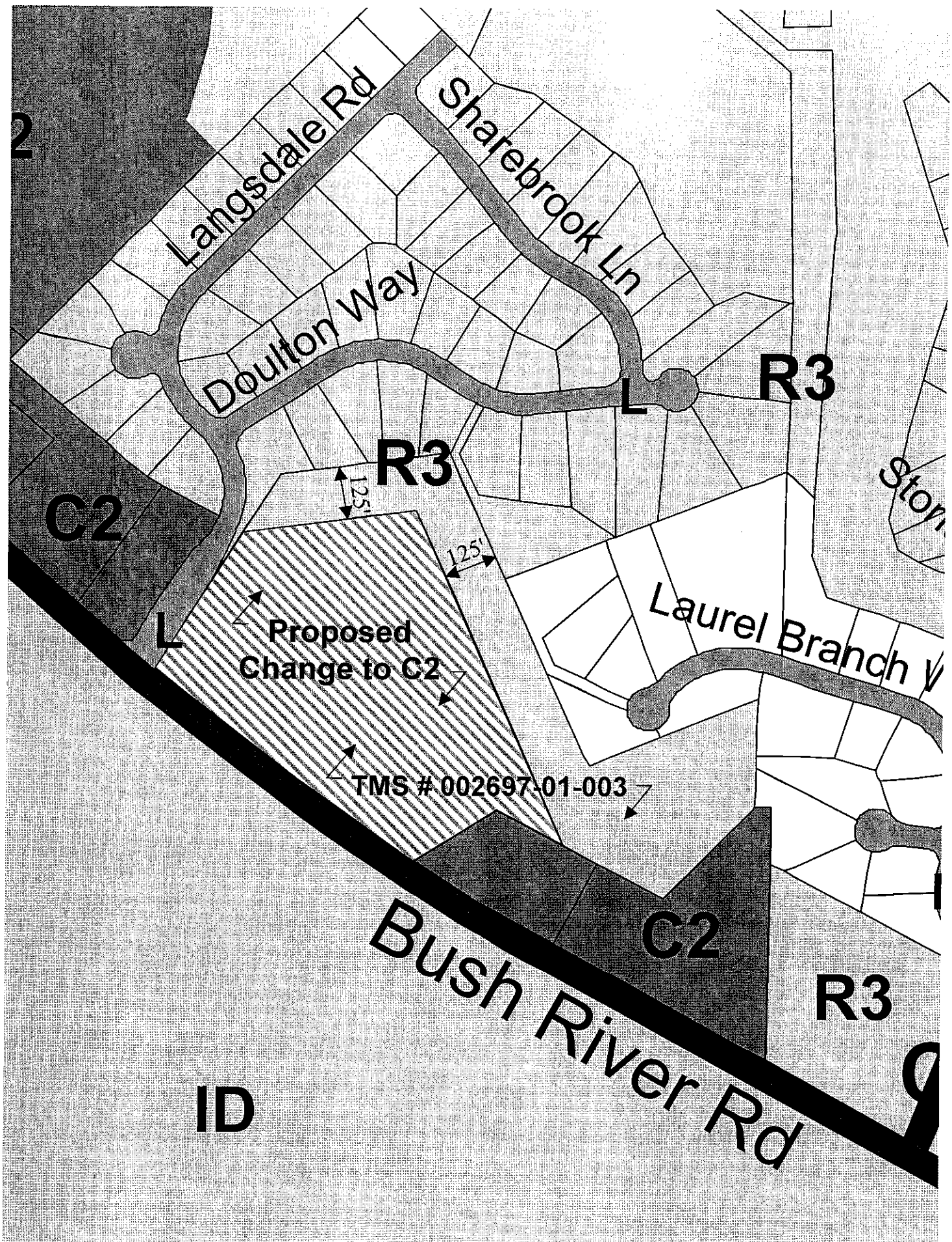
4.     Property Posted  
5.     Notices Sent

    Planning Commission Recommendation:    

\*\*\*\*\*

    First Reading     Public Hearing     Second Reading     Third Reading

Results:



**COUNTY OF LEXINGTON, SOUTH CAROLINA**

**ORDINANCE NO. 03-12**

**AN ORDINANCE APPROVING THE CONVEYANCE OF REAL ESTATE FROM  
THE COUNTY OF LEXINGTON TO THE TOWN OF LEXINGTON.**

WHEREAS, the County of Lexington (hereinafter "the County") owns a tract of land located on Hendrix Street in the County of Lexington, State of South Carolina; and

WHEREAS, the County has been asked by the Town of Lexington to convey a small portion of the subject property along with a water line and access easement for the purposes of locating a water tank for the Town of Lexington; and

WHEREAS, the County does not have a present need for the subject property and the County finds that it would serve a proper public purpose to provide the subject property and related easements to the Town;

NOW, THEREFORE, be it ordained and enacted by the Lexington County Council as follows:

Section 1. The Lexington County Council hereby approves the transfer of the subject property and related easements attached hereto as Exhibit "A" to the Town of Lexington.

Section 2. The Chairman of the Lexington County Council is hereby authorized to execute and deliver the Quitclaim Deed attached hereto as Exhibit "B" and to further execute all other appropriate documents for the conveyance of such property.

Enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
George H. Davis, Chairman

ATTEST:

\_\_\_\_\_  
Dorothy K. Black, Clerk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

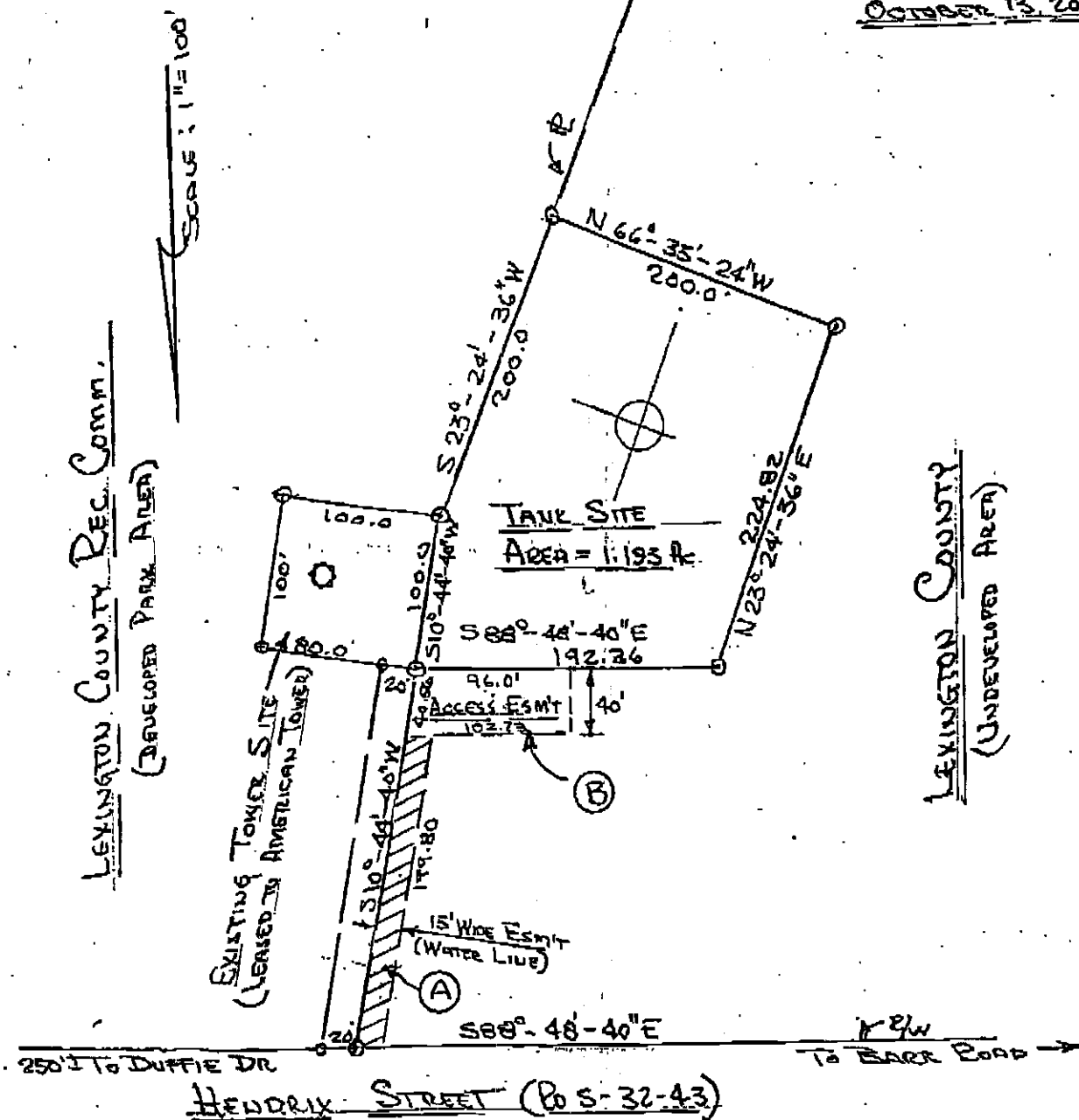
Third & Final Reading: \_\_\_\_\_

Filed w/Clerk of Court: \_\_\_\_\_

Exhibit A

PROPOSED ELEVATED WATER  
TANK SITE FOR TOWN OF  
LEXINGTON, S.C.

OCTOBER 13, 2003



NOTE! ALL AREAS AND BEARINGS  
WERE TAKEN FROM EXISTING MAPS  
OF RECORD -- NO SURVEY MADE  
AT THIS TIME.

EASEMENT AREAS

Area A - Water Line Esm't = 0.069 Ac.  
 Area B - Access Esm't = 0.091 Ac.  
Total = 0.160 Ac

ORDINANCE 03-13

**AN ORDINANCE TO AMEND ORDINANCE DATED JULY 28, 1998  
RELATING TO THE INDUSTRIAL AND BUSINESS PARK OF  
NEWBERRY AND LEXINGTON COUNTIES SO AS TO ENLARGE THE  
PARK AND TO PROVIDE FOR DISTRIBUTION OF THE FEE  
PAYMENTS.**

WHEREAS, pursuant to an Ordinance enacted July 28, 1998, by Lexington County Council ("Ordinance No. 98-5"), Lexington County entered into an Agreement for Development of Joint County Industrial and Business Park dated as of July 28, 1998 with Newberry County (the "Agreement"); and

WHEREAS, pursuant to Section 3 of the Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to resolutions of the respective County Councils of Lexington County and Newberry County; and

WHEREAS, by Resolution dated December 9, 2003, Lexington County Council authorized the enlargement of the park to include the property owned by American Fiber & Finishing, Inc. ("AFFI") in Newberry County more specifically described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the purpose of this Ordinance is to further amend Ordinance No. 98-5 to modify the distribution of fees from the Property.

NOW, THEREFORE, be it ordained by Lexington County Council as follows:

1. Exhibit B to the Agreement is hereby and shall be amended to include the Property and that the Chairman of Lexington County Council is hereby authorized to execute and deliver any desired amendments to the Agreement necessary to accomplish the within enlargement with the approval of Lexington County Council.

2. Notwithstanding the provisions of Ordinance No. 98-5 and the Agreement, the distribution of the fees from the Property (the "AFFI Fees") shall be as follows:

(a) The total AFFI Fees shall be reduced by the 50% and 25% credits over five (5) years each for a total of 10 years as provided for in Article III of the Infrastructure and Real Estate Improvements Financing Agreement dated as of December 3, 2003 and entered into between Newberry County and AFFI until the credit is fully utilized, and any remaining or subsequent AFFI Fees shall then be distributed as follows:

(i) one percent (1%) of the AFFI Fees shall be paid to Lexington County, South Carolina;

(ii) ninety-nine percent (99%) of the AFFI Fees shall be paid to Newberry County.

3. This Ordinance shall amend, to the extent necessary, any other ordinances or resolutions of Lexington County Council pertaining to the Park. This Ordinance shall be effective after third and final readings thereof.

DONE in meeting duly assembled this \_\_\_\_ day of \_\_\_\_\_, 2004.

LEXINGTON COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chairman, Lexington County Council

ATTEST:

\_\_\_\_\_  
Clerk to County Council

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_



STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

I, the undersigned Clerk to County Council of Lexington County, South Carolina, DO HEREBY CERTIFY that attached thereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of \_\_\_\_\_, 2004; \_\_\_\_\_, 2004; and \_\_\_\_\_, 2004; at which meetings a quorum of members of the County Council was present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

\_\_\_\_\_  
Clerk, Lexington County Council

Dated: \_\_\_\_\_, 2004

Addition to Exhibit B to Agreement for  
Development of  
Joint County Industrial and Business Park  
dated as of July 28, 1998  
Between Lexington County and Newberry County

**Legal Description**

**PARCEL 1**

All that piece, parcel or lot of land, with improvements thereon, situate, lying and being on Fair Avenue in the City of Newberry, County of Newberry, State of South Carolina, consisting of approximately 16.52 acres, as shown and delineated on a plat prepared for American Fiber & Finishing, Inc, by R. M. Gaddy and Associates, Inc., dated March 2, 1986, recorded in the Office of the Clerk of Court for Newberry County, South Carolina in Plat Book A1 Volume 2 at page 142, and being more particularly described by reference to said plat as follows:

BEGINNING at the northeastern corner of the property marked by a concrete monument, said corner being at the intersection of the southern boundary of the right-of-way of S.C. Highway 121 By-Pass and the western boundary of the right-of-way of C.N. & L. Railroad, said monument being the POINT OF BEGINNING, thence running S 17° 23' 07" W along the western boundary of said railroad right-of-way for a distance of 432.99 feet to an iron, thence running S 17° 19' 42" W along the western boundary of said railroad right-of-way for a distance of 940.10 feet to an iron, thence turning and running S 66° 54' 10" W for a distance of 32.04 feet to a bolt, thence turning and running N 77° 39' 53" W for a distance of 25.61 feet to a concrete monument on the northeastern boundary of the right-of-way of Fair Avenue, thence turning and running N 29° 59' 37" W along the northeastern boundary of the right-of-way of Fair Avenue for a distance of 841.42 feet to a nail and cap, thence turning and continuing along the northern boundary of the right-of-way of Fair Avenue N 68° 06' 15" W for a distance of 67.68 feet to a concrete monument, thence turning and running N 53° 47' 15" E along lands N/F M. Brackett for a distance of 232.23 feet to a concrete monument, thence turning and running N 32° 13' 47" W along lands N/F M. Brackett for a distance of 156.31 feet to a concrete monument, thence running N 32° 13' 47" W along lands N/F R. M. Keenan for a distance of 296.82 feet to a concrete monument on the southern boundary of the right-of-way of S.C. Highway 121 By-Pass, thence turning and running N 87° 31' 36" E along the southern boundary of the right-of-way of said highway for a distance of 1,002.52 feet to a concrete monument, which is the POINT OF BEGINNING, be all said measurements a little more or less.

**PARCELS 3, 4 AND 5**

All those three pieces, parcels or lots of land situate, lying and being in the City of Newberry, County of Newberry, State of South Carolina, in the southwest corner of the intersection of Third Street and Fair Avenue, being shown and designated as Lot UU containing 0.21 acre, Lot TT-B containing 0.2166 acre, and Lot WW-A containing 0.2060 acre on a plat entitled "The Kendall Company Oakland Plant Subdivision Plan 0-620" prepared by Spratt and Seaver, Surveyors, November 15, 1961, recorded in the office of the Clerk of Court for Newberry County in Plat

Book "X", at Page 39, reference to which is craved for a more particular description of the lots according to their courses and distances, metes and bounds. According to the plat, the lots are bounded on the northwest by Third Street, on the southwest by Lots 17, 18 and 19 as shown on said plat, on the southeast by a line running from the corners of Lot UU and Lot 19 where they join at the south of Lot UU N 61-14 E 121.30 feet to Fair Avenue, and on the northeast by Fair Avenue.

#### **PARCEL 6**

That certain unnumbered lot in Oakland Plant Subdivision, said lot being designated as "Kendall Co." on that certain plat prepared by Spratt-Seaver, Inc., dated May 26, 1975, recorded in the Office of the Clerk of Court for Newberry County in Plat Book AL at page 193, said lot being bounded on the northeast by Fair Avenue, on the southeast by Third Street, on the southwest by a unnumbered lot in the subdivision, and on the northwest by lot 2803 for a distance of 137.77 feet as shown on said plat.

#### **PARCEL 7**

That certain unnumbered parcel of land triangular in shape located at the intersection of Clyde Avenue and Second Street in Oakland Plant Subdivision, being at the northeast corner of the intersection of said streets, and being more particularly shown on the plat of the Oakland Plant Subdivision recorded in the Office of the Clerk of Court for Newberry County in Plat Book K at page 6.

**COUNTY OF LEXINGTON, SOUTH CAROLINA**

**ORDINANCE NO. 03-14**

**AN ORDINANCE APPROVING THE LEASE OF CERTAIN PROPERTY ON  
BOWER PARKWAY.**

WHEREAS, the County of Lexington (hereinafter "the County") owns certain property located on Bower Parkway in Lexington County; and

WHEREAS, a portion of the subject property was dedicated and transferred to the County, in part, for the County to maintain a detention pond for the surface water drainage in the area; and

WHEREAS, the developer transferred additional property that was not needed for detention pond purpose to the County; and

WHEREAS, Project Pet has asked the County to lease the subject property to Project Pet for purposes of having an animal adoption facility built on the subject property; and

WHEREAS, the County finds that the construction of a pet adoption facility will serve a valid public purpose of helping to relieve the burden to the County for the overpopulation of domestic animals in the County and will help find adoptable homes for domestic animals; and

WHEREAS, the County has determined it would be in the County's best interests to enter into a lease arrangement with the Lessee pursuant to the Lease Agreement attached hereto and incorporated herein;

NOW, THEREFORE, be it ordained and enacted by the Lexington County Council as follows:

Section 1. The Lease Agreement attached hereto as Exhibit "A" is hereby approved.

Section 2. The Chairman of the Lexington County Council is authorized and directed to execute and deliver the Lease Agreement and to further execute all appropriate documents for the lease of such property according to the terms of the Lease Agreement. The Chairman is further authorized to make any nonsubstantive changes to the Lease Agreement, if any, after consulting with the County Attorney.

Enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
George H. Davis, Chairman

ATTEST:

\_\_\_\_\_  
Dorothy K. Black, Clerk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

Third & Final Reading: \_\_\_\_\_

Filed w/Clerk of Court: \_\_\_\_\_

# LEASE AGREEMENT

WITNESSETH:

3. TERM. The term of this Lease shall be for a period of twenty-five (25) years, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 2029, at midnight, (the "Term").

4. RENT. The Lessee agrees to pay as rent for the Term, in addition to the mutual covenants contained herein, the sum of One (\$1.00) Dollar per year, with such rental to be paid during the Term of this Lease as follows: One (\$1.00) Dollar to be paid upon the execution of this Lease, and One (\$1.00) Dollar to be paid each year thereafter on the anniversary of the date of execution of this Lease.

5. CONDITIONS OF LEASE. The Lessee understands that the leased premises have a county-maintained detention pond located thereon. Although the entire premises are being leased to the Lessee, Lessee shall do nothing to interfere with the detention pond area, which will continue to be maintained by the County. Further, the Lessee shall not use the detention pond itself for any activities related to the Lessee's purposes. The detention pond is shown as the shaded area on the above-referenced plat.

6. ADOPTION OF ANIMALS. This Lease is specifically conditioned on Lessee adopting from the Lexington County Animal Shelters and paying the current adoption fee for any and all adoptable dogs and cats that have been spayed or neutered. "Adoptable dogs and cats" shall be determined by the Lessor.

7. ASSIGNMENT. The Lessee covenants not to assign or transfer this Lease or hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Lessor, and such consent may be withheld by Lessor for any reason. Any assignment, transfer, hypothecation, mortgage, or subletting without said written consent shall give the Lessor the right to terminate this Lease and to re-enter and repossess the leased premises in the manner as is provided for by law.

8. BANKRUPTCY AND INSOLVENCY. The Lessee agrees that if the estate created hereby shall be taken in execution or by other process of law, or if the Lessee shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Lessee, or if any assignment shall be made of the Lessee's property for the benefit of creditors, then and in such event this Lease may be canceled at the option of the Lessor.

9. USE AND OCCUPANCY. It is understood and agreed between the parties hereto that said premises during the continuance of this Lease shall be used and occupied for the sole purpose of providing a pet adoption and education center. "Pets" shall be defined as domestic dogs and cats. No exotic animals shall be housed on the leased premises. The pet adoption and education center shall be constructed on the leased premises in an area outside of the detention pond area. The adoption and education center must be completed by \_\_\_\_\_. The leased premises shall be used for no other purposes without written consent of the Lessor, and such consent may be withheld by Lessor for any reason. Should Lessee fail to use the leased premises as set forth herein, the Lessor may, at its option, terminate this Lease and re-enter and repossess the leased premises in the manner as provided by law.

10. CONDITION OF PROPERTY. The Lessee accepts the leased premises with the knowledge that a detention pond is located on the leased premises that will

continue to be maintained by the County. The taking of possession of the leased premises by Lessee shall be conclusive evidence that the Lessee accepts the leased premises "as is."

11. ASSUMPTION OF RISK. The Lessee is aware that the detention pond serves as a drainage detention pond for the commercial development in the Harbison Boulevard area and understands that the detention pond will, at times, have a significant amount of water at depths that could be dangerous should someone attempt to enter the detention pond area. Lessee hereby assumes the risk of any injury or damage that may occur to any employees, customers or any other persons having access to the leased premises as the result of the Lessee leasing the subject property.

12. INJURIES AND PROPERTY DAMAGE. Lessee agrees to indemnify and hold Lessor harmless of and from any and all claims of any kind or nature arising from Lessee's use of the demised premises during the term hereof, including attorney fees and costs, and Lessee hereby waives all claims against Lessor for damage to goods, wares or merchandise or for injury to persons in and upon the premises from any cause whatsoever, except such as might result from the negligence of Lessor or Lessor's representatives or from failure to perform its obligations hereunder within a reasonable time after notice in writing by Lessee requiring such performance by Lessor. Lessee shall at all times during the term hereof keep in effect in responsible companies liability insurance in the names of and for the benefit of Lessee and Lessor with limits as follows:

Bodily Injury (per occurrence) .....	\$1,000,000
Property Damage (per occurrence).....	\$1,000,000

The amount of insurance coverage required shall be increased if the potential liability under the State Tort Claims Act is increased beyond the amounts. Such coverage shall be at least the amount of per occurrences potential liability.

Lessor shall be named as an additional insured in such insurance policy. Such insurance may, at Lessee's election, be carried under any general coverage of Lessee. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium shall be deposited with Lessor.

13. DESTRUCTION -- FIRE OR OTHER CAUSE. If the premises shall be rendered untenable by fire or other casualty, then Lessee shall have the right to rebuild within a reasonable period of time not to exceed one (1) year. Should Lessee fail to rebuild, the Lease shall terminate. Lessor shall not be responsible for repair or rebuilding in case of destruction.

14. REPAIR AND CARE OF IMPROVEMENT. Lessee shall be totally responsible for the repair and care of any structure built on the leased premises. Further, Lessee reserves the right to remove any building or other improvement and return the premises to the original condition, at its option, upon termination of this Lease. Removal



of the building must be within one (1) year of termination. If not removed by then, any improvement shall become the property of the Lessor.

15. ALTERATIONS OR REPAIRS. Any alterations or repairs to the leased premises shall be at the expense and responsibility of the Lessee.

16. UTILITIES. The Lessee shall pay for any and all utility charges, including but not limited to electricity, gas, water and sewer that may be incurred on the leased premises.

17. PAYMENT OF TAXES AND INSURANCE. Lessee shall pay annually all real estate taxes on the described premises existing at the commencement of this Lease for and during the term of this Lease. Lessee shall be responsible for any personal property taxes attributable to Lessee's personal property located on the leased premises. During the term of this Lease, the Lessee shall be solely responsible to maintain in force and at Lessee's own expense insurance coverage for the Premises, including improvements and personal property. Lessor does **not** assume any responsibility for insuring Lessee's improvements or personal property located on the leased premises.

18. RE-ENTRY. In case the Lessee is in default on any of the obligations set forth herein, or if said leased premises shall be deserted or vacated, then it shall be lawful for the Lessor to re-enter and repossess the said premises. Should such re-entry occur, Lessee shall have the right to remove such improvements made as set forth in Section 14 above.

19. QUIET ENJOYMENT. The Lessor covenants that the said Lessee, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold, and enjoy the said demised premises for the term aforesaid.

20. ENFORCEMENT. In the event either party shall enforce the terms of this Lease by suit or otherwise, the party at fault shall pay the costs and expenses incident thereto, including a reasonable attorney's fee.

21. REMEDIES NOT EXCLUSIVE. It is agreed that each and every one of the rights, remedies, and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies, and benefits, or of any other rights, remedies, and benefits allowed by law.

22. WAIVER. One or more waivers of any covenant or condition by the Lessor shall not be construed as a waiver of a further breach of the same covenant or condition.

23. EMINENT DOMAIN. In the event the premises or any part thereof is taken or condemned for a public or quasi-public use, this Lease shall as to the part so taken terminate as of the date the title shall vest in the condemnor, and the rental shall abate in

proportion to the square feet of the leased space taken or condemned, or total rent shall cease if the entire premises shall be taken. In any event, the entire award shall belong to the Lessor without any deduction therefrom for any estate or interest in said premises now or hereafter vested in Lessee, and Lessee hereby assigns to Lessor all the right, title and interest in and to any or all such award or awards with any and all rights, estate, and interests of Lessee now existing or hereafter arising in and to the same or any part thereof.

24. EXPIRATION. At the expiration of the lease term, the Lessee shall surrender the leased property in as good condition as it was in at the beginning of the term, reasonable use and wear and damages by the elements excepted.

25. NOTICES. Whenever under this Lease a provision is made of any kind, it shall be deemed sufficient notice and service thereof if such notice to the Lessee is in writing addressed to the Lessee at his last known post office address or at the leased premises and deposited in the mail with postage prepaid, and if such notice to the Lessor is in writing addressed to the address contained herein or at the last address given by Lessor to Lessee in writing and deposited in the mail with postage prepaid.

26. MEMORANDUM OF LEASE. If Lessee desires to record this Lease in the Register of Deeds Office, a Memorandum of Lease which sets forth the term of the lease and the subject property shall be recorded. Lessee shall be responsible for any documentary stamps that are required as a result of recording the Memorandum of Lease.

IN WITNESS WHEREOF, the parties hereunder have executed this Lease and affixed their signatures the day and year first above written.

IN THE PRESENCE OF:

LESSOR:

**County of Lexington**

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

As to Lessor

Title: \_\_\_\_\_

LESSEE:

**Project Pet**

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

As to Lessee

Title: \_\_\_\_\_